



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

**RFP NO. B3Z04008
TITLE: PPO/HMO Network
ISSUE DATE: 09/02/03**

**REQ#: NR 650 SEM30000006
BUYER: Julie Kleffner
PHONE NO.: (573)751-7656
E-MAIL: kleffj@mail.oa.state.mo.us**

RETURN PROPOSAL NO LATER THAN: 10/08/03 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN PROPOSAL TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Southeast Missouri Mental Health Center
1010 West Columbia Street
Farmington MO 63640

Missouri Sex Offender Treatment Center
1013 West Columbia Street
Farmington, MO 63640

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/20/03). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

| | | | |
|-------------------------|---------|---|--|
| AUTHORIZED SIGNATURE | | DATE | |
| PRINTED NAME | | TITLE | |
| COMPANY NAME | | | |
| MAILING ADDRESS | | | |
| CITY, STATE, ZIP | | | |
| FEDERAL EMPLOYER ID NO. | | SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE | |
| PHONE NO. | FAX NO. | E-MAIL ADDRESS | |

NOTICE OF AWARD (STATE USE ONLY)

| | | | | | |
|---|--|------------|--|-----------------|--|
| ACCEPTED BY STATE OF MISSOURI AS FOLLOWS: | | | | | |
| | | | | | |
| CONTRACT NO. | | VENDOR NO. | | CONTRACT PERIOD | |
| BUYER | | DATE | | DIRECTOR | |

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) Network of hospitals and physicians to provide general medical services for patients of Southeast Missouri Mental Health Center and the Missouri Sex Offender Treatment Center located in Farmington, Missouri as stated herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information, including requirements related to MBE/WBE participation
- 4) Pricing Pages
- 5) Exhibits A - H
- 6) Terms and Conditions

1.2 Pre-Proposal Conference: A pre-proposal conference regarding this Request for Proposal will be held on September 24, 2003, at 1:00 p.m., in Room 1050 (Farmington Conference Room) of the Southeast Missouri Mental Health Center, 1010 West Columbia Street, Farmington, Missouri.

1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.

1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 Southeast Missouri Mental Health Center (SMMHC) is a 208 bed behavioral healthcare facility operated by the Missouri Department of Mental Health (DMH), Division of Comprehensive Psychiatric Services. The facility is located in Farmington, Missouri.

The facility is responsible for providing both behavioral healthcare and general health services to mentally ill clients admitted on a voluntary basis, under temporary law enforcement custody, or who received a civil commitment by the courts for extended treatment. SMMHC has a service catchment area comprising of thirty-one (31) counties located in Southeast Missouri region.

1.3.2 The Missouri Sex Offender Treatment Center (MSOTC) is a distinct state mental health program for individuals who have been committed to the program by the courts for an indefinite time period under Missouri's sexually violent predator law. The MSOTC program currently provides

distinct behavioral healthcare services to 65 clients. The MSOTC program census is expected to reach 100 clients in the next 2-3 years. The MSOTC program is also located in Farmington, Missouri in close proximity to SMMHC and operates under the Missouri Department of Mental Health.

1.3.3 Both MSOTC and SMMHC are responsible for providing general/acute medical care services to their respective client population. Currently, these services are provided under contract with Mineral Area Regional Medical Center, by local individual medical providers, and by the University of Missouri Medical Center in Columbia, Missouri. Routine lab services are provided under contract by a regional medical lab in Cape Girardeau, Missouri. In-house physicians and associated nursing staff for both facilities are responsible for coordination of general medical services for their respective patients.

1.3.4 Problems currently exist with the current local contract medical services providers and Mineral Area Regional Medical Center. These problems include the following:

1. Both facilities pay full billed charges.
2. Lack of an adequate credentialing mechanism in order to meet JCAHO requirements.
3. Increasing costs of outside medical care.
4. Reluctance on the part of current contract provider to accommodate special security needs of mentally ill patients even when escort staff are provided by both facilities.

1.3.5 It is the objective of both MSOTC and SMMHC to eliminate or minimize most of the concerns indicated above through participation in a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) service network. It is hoped that participation in a PPO or HMO network would ultimately lead to a higher quality of medical services for clients as well as enable both facilities to achieve greater flexibility in coordinating medical services at a more reasonable cost for their respective clientele. Both MSOTC and SMMHC also seek expanded access to local and tertiary care hospital facilities that are part of the network.

Potential HMO/PPO providers would benefit from a “no-risk” contract arrangement with services paid 100% by both facilities along with negotiated administrative fees for the insurer. Monitoring of care by network providers would be handled by in-house medical staff as in the past.

1.3.6 During calendar year 2002, SMMHC scheduled a total of 543 appointments for patient medical services as follows:

| | | | |
|--------------------|-----|------------------|----|
| Radiology | 211 | CT Scan | 35 |
| Ultra Sound | 7 | Lab Testing | 13 |
| MRI | 6 | Podiatry | 31 |
| Medical Eval. (ER) | 45 | General Surgery | 9 |
| Family Planning | 1 | Mammogram | 6 |
| Optometry | 32 | EEG | 6 |
| Medical Specialist | | Hearing Services | 5 |
| Consult | 136 | | |

1.3.7 During calendar year 2002, the MSOTC program scheduled a total of 142 medical appointments for patient medical services as follows:

| | | | |
|---------------------|----|-----------------|----|
| Radiology | 5 | ER | 4 |
| Optometry | 36 | Podiatry | 13 |
| Medical Specialists | 30 | General Surgery | 4 |
| Internal Medicine | 5 | Chiropractic | 4 |
| Cardiac Stress Test | 2 | Hearing Eval. | 28 |

| | | | |
|--------------|---|------------------|---|
| Colonoscopy/ | | Surgical Consult | 2 |
| Endoscopy | 5 | EEG/EKG | 4 |

- 1.3.8 The SMMHC has previously contracted for medical services through C900296001 which expires July 31, 2003 and for lab services through C301116001 which expires February 3, 2004. A copy of those contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. Please reference the Bid number B900296 or B3Z01116 or the contract number C900296001 or C301116001 when searching for these documents.
- 1.3.9 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide a Preferred Provider Organization (PPO) or Health Maintenance Organization (HMO) network of hospitals and physicians to provide general medical (acute and outpatient) service to patients of Southeast Missouri Mental Health Center (SMMHC) and the Missouri Sex Offender Treatment Center (MSOTC) (referred to hereinafter collectively as the “state agency”).
- 2.1.2 The contractor must be a managed care organization (MCO) certified by the Missouri Department of Insurance. Prior to performing services in any of the counties, the contractor’s PPO or HMO network provider hospitals and outpatient clinics must have and maintain Joint Commission on Accreditation of Healthcare Organization (JCAHO) accreditation.
- 2.1.3 For purposes of this RFP, the following definition shall apply for Usual and Customary Fee.
 - a. A usual and customary fee means a charge by a healthcare provider for a treatment or service which is no greater than the fee received by the provider when the payer for such service is a private individual or a private health insurance carrier.
- 2.1.4 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.2 PPO or HMO Network Specific Requirements:

- 2.2.1 PPO or HMO Network Providers - The contractor must provide an integrated statewide PPO or HMO network of hospitals and physicians (PPO or HMO network providers) that have facilities and offices in at least 50 percent of the counties in the State of Missouri. The contractor’s PPO or HMO network must be fully operational within sixty (60) calendar days following award of the contract.
 - a. The PPO or HMO network should include providers in the following target counties: St. Francois, St. Louis, City of St. Louis, and Jefferson.
 - b. The contractor’s PPO or HMO network shall include providers representing a wide variety of medical specialties located in the above referenced target counties. The distribution of medical providers shall be sufficient so that medical appointments can be made without experiencing significant delays as determined by the state agency.
 - c. The scope of medical specialties and providers in the network may also include: dental, optometry, chiropractic care, and other allied healthcare providers.
- 2.2.2 Provider Billing and Repricing Requirements - The contractor shall receive itemized billings from PPO or HMO network providers for services rendered to covered state agency patients. As part of these services, the contractor shall provide personnel for billing review to provide the following services:
 - a. The contractor must ensure that PPO or HMO network providers do not arbitrarily inflate their billings above what is deemed usual and customary prior to applying discounts.
 - b. The contractor must maintain or utilize a usual and customary fee database. At a minimum, the database must be a computer system that must, at a minimum, comply with the following:

- 1) Compile and sort information about providers by CPT-4 codes or CDT codes;
 - 2) Compile and sort information by zip code or other regional basis, so that the charges may be based on the smallest geographic region that will generate a statistically credible claims distribution;
 - 3) Updated every six (6) months; and
 - 4) The database must contain data no older than eighteen (18) months old.
- c. The contractor shall perform invoice repricing to apply discounts and conduct utilization reviews of medical services in compliance with the agreements in place with PPO or HMO network providers. The contractor shall perform a complete bill review on each invoice from PPO or HMO network providers which shall include, but not be limited to the following:
- 1) Accuracy;
 - 2) Review for CPT code correction;
 - 3) Review for unbundling, upcoding, or other creative billing;
 - 4) Duplication of services;
 - 5) Compliance with generally accepted billing practices;
 - 6) Reasonableness of charges and services associated with diagnosis; and
 - 7) Coordination of benefits.
- d. Following the bill review, the contractor shall discount each bill from PPO or HMO network providers as to usual, customary, and reasonable charges as determined by the contractor or negotiated discounts. To the extent possible, the contractor shall apply the greater of the two discounts.
- e. The contractor must provide for coordination of benefits for patients of the state agency as follows:
- 1) When a patient is scheduled for an appointment, the state agency will provide current benefit information on the patient to the contractor. This information will be used by the contractor to enable coordination of benefits with the medical provider. The contractor will provide a mechanism for sharing benefit information necessary for coordination of benefits.
 - 2) The contractor and network providers must coordinate benefits for state agency patients receiving multiple benefits. The contractor shall invoice the state agency for that portion of the bill deemed "patient's responsibility" after Medicaid, Medicare, private health insurance or other available resources have accepted payment responsibility. The amount billed to the state agency should reflect any cutbacks (difference between billed and allowed amount) and/or adjustments. This process must include patients admitted for an inpatient hospital stay as well as patients otherwise ineligible for other third-party benefits.
- f. The contractor shall attach a repricing document, hereinafter referred to as an adjudication report, to each original bill and forward the original documents to the state agency after completion of the claims processing.
- g. The contractor shall forward an adjudication report to the network providers after repricing. The adjudication report shall include:

- 1) A statement of the type of discount (PPO or HMO, Global Fee Discount, or Usual and Customary).
 - 2) How the discount was calculated.
 - 3) Name and Social Security number of the patient.
 - 4) Name and FEIN of provider.
 - 5) A statement indicating payment to follow under a separate cover. The statement shall be determined and mutually agreed upon by the state agency and the contractor.
 - 6) Other information as recommended and/or agreed upon by the state agency.
- h. The contractor shall resolve disputes by providers concerning all discounts.
- 2.2.3 PPO or HMO Network Providers Status Requirements - On a least a quarterly basis, the contractor shall notify the state agency of changes in the status of network providers.
- a. On at least a quarterly basis, the contractor shall provide a single integrated directory of all contract-related network(s) operated by the contractor or the contractor's subcontractor(s) to the state agency.
 - b. The directory shall be organized in a manner that meets the needs of the state agency.
- 2.2.4 Negotiated Rates - The contractor must negotiate rates with hospitals and physicians, and may also negotiate with surgical centers, hospital outpatient fee schedules, physical/rehabilitation therapy, occupational therapy, etc.
- a. If the contractor negotiates global fee pricing for certain diagnosis/procedures, the contractor shall provide the state agency with a listing of packages the contractor offers and what is included in each package (e.g. physician, surgeon, facility, radiology, anesthesiology, laboratory, physical therapy, etc.).
 - 1) The contractor must notify the state agency within fourteen (14) calendar days of any changes in the global fee pricing structure including fee changes, provider changes, and additions and deletions of packages.
 - b. The contractor's bill repricing system shall contain a mechanism for identifying diagnosis/procedures for which global pricing is available. The contractor shall notify the state agency when a global pricing package is available but utilize the most cost-effective pricing package.
- 2.2.5 The contractor shall agree and understand that the state agency intends to assign treatment of state agency patients to PPO or HMO network providers whenever such assignment is in the best interest of the patient and the state agency. However, the contractor shall agree and understand that the state agency shall make the final decision regarding the choice of providers, and that such decisions shall be final and without recourse.

2.3 PPO or HMO Network Requirements:

- 2.3.1 Referral Requirements - The contractor shall establish, operate, and maintain a staffed toll-free incoming telephone line to receive calls from physicians and nurses of the state agency who are responsible for coordinating medical services for patients.
- a. The contractor must receive calls from state agency medical personnel. The contractor must inform the state agency medical personnel of PPO or HMO network providers in their area.
 - b. The contractor shall provide means, electronically or otherwise, to inform the operators of recommended PPO or HMO network providers based on the nature of the injury and urgency of care of the patient.
 - 1) The contractor shall assist the state agency in the development of recommended PPO or HMO network provider assignments for each service required in geographic areas as identified in the PPO or HMO Network Providers section.
- 2.3.2 The contractor should increase the number of providers in the PPO or HMO network by continuing to perform a good faith effort in negotiations with hospitals and physicians.
- 2.3.3 The contractor shall assist the state agency in informing PPO or HMO network providers of the policies, procedures, and documentation requirements of the state agency.
- 2.3.4 PPO or HMO Network Analysis Requirements - The contractor must provide reports to the state agency, or designee, containing the following data and information necessary for analysis of the effectiveness of the networks.
- a. The contractor must provide the state agency with all PPO or HMO network related information or data which documents successful PPO or HMO network services and quality control efforts. Monthly, quarterly, and yearly reports shall include but are not limited to:
 - 1) A comparison of dollars paid to providers by specialty; General Practitioner, Orthopedic physician, Surgeon, Neurologists, Physiatrist, Psychiatrist; and
 - 2) Data on the number of claims processed.
 - b. The contractor must provide the state agency with all network related information or data which documents successful network services and quality control efforts. Quarterly and yearly reports shall include but are not limited to:
 - 1) Total dollars saved by the PPO or HMO networks in the aggregate, utilizing all cost saving measures, less the contractor's fees, charges, etc., billed to the state agency;
 - 2) A comparison of dollars allowed by providers by diagnosis codes;
 - 3) A comparison of dollars allowed to providers by type of service: office visit, physical therapy, outpatient treatment, diagnostic services, emergency services;
 - 4) Utilization reports by provider and/or by CPT code; and
 - 5) Savings resulting from bill review corrections.
 - c. The contractor shall submit quarterly reports within thirty (30) calendar days of the end of the reporting period. Annual reports shall reflect activities through June 30 of each year and are due within thirty (30) calendar days of the end of the reporting period.

- d. The contractor shall provide ad hoc reports on an as needed, if needed basis as requested by the state agency. These reports may include, but are not limited to, reports on services by CPT codes, ICD-9 codes.

2.4 Claims Processing Requirements:

2.4.1 In addition to reviewing and discounting bills, the contractor shall provide claims processing services, via personnel or electronic method, to assist the state agency in processing payments to PPO or HMO network providers.

- a. The contractor shall request medical records and/or supporting documentation on medical bills from PPO or HMO network providers upon request by the state agency.
 - 1) The contractor shall instruct PPO or HMO network providers to submit medical documentation suitable to the needs of the state agency, along with the original invoice, directly to the contractor. Invoices should not be submitted directly to the state agency.
 - 2) Supporting documentation may include office notes, physical therapy notes, emergency room reports, lab reports, etc.
 - 3) Medical record requests may be done via telephone, facsimile, or mail.
 - 4) Written requests for medical records must be made on behalf of the state agency, on the contractor's letterhead. The contractor shall provide for the postage and letterhead stationary.
 - 5) If medical records are not received within thirty (30) business days of the initial request, the contractor shall make a second request for medical records.
- b. After the bill is reviewed, the contractor shall forward the bill and medical records (if requested) to the state agency within a time frame to meet the needs of the state agency. The bill must be itemized and include the following: 1) header showing provider name; 2) patient name; 3) date(s) of service; 4) procedure code; and 5) billing amount totals.
- c. The contractor shall receive and resolve all billing inquiries from PPO or HMO network providers. The contractor shall contact providers regarding any bill inquiries. The state agency shall provide assistance as needed concerning the payment status of medical bills.
 - 1) The contractor shall respond to all billing inquiries within two (2) business days.
 - 2) The contractor shall provide a toll-free telephone number for providers to call about billing inquiries.
- d. The contractor shall determine payment status of all incoming medical bills from all providers utilized by the state agency. If the contractor determines a duplicate bill has been submitted, the contractor shall determine if it has been paid. If the duplicate bill has been paid, the contractor shall notify the provider of the payment information to avoid further duplicate billings. The contractor shall notify the provider in writing and send a copy to the state agency. If the duplicate bill has not been paid, the contractor shall forward the duplicate billing and any corresponding medical records, to the state agency.
- e. The contractor shall provide evidence of requests for medical records if requested by the state agency.

- 2.4.2 The contractor shall assist the state agency in other aspects of the claims process as requested and mutually agreed upon by the state agency.
- 2.4.3 The state agency shall maintain all decision-making authority on the payment of medical bills.
- 2.4.4 The contractor shall have the ability to send information via electronic mail.
- 2.4.5 The contractor should send medical bills and records to the state agency upon receipt from PPO or HMO network providers. The state agency shall send correspondence via facsimile or mail to the contractor as needed.

2.5 Business Associate Provisions:

2.5.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
 - 1) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 2) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- b. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164 and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- c. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
- d. For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet address:
<http://www.access.gpo.gov/nara/cfr/page1>

2.5.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.

- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

2.5.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract.
- c. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- d. By no later than ten (10) calendar days of receipt of a written request from the state agency or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- e. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than ten (10) calendar days of receipt of a written request from the state agency or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- f. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within ten (10) calendar days following a state agency request or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- g. At the request of the state agency or an individual, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set that the state agency directs or agrees to pursuant to 45 CFR 164.526.

2.5.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.
- e. By no later than ten (10) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure.

2.5.5 Expiration/Termination/Cancellation:

- a. Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the state agency or shall destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.
 - 1) In the event the contractor determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible.

2.5.6 Breach of Contract:

- a. In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.

2.6 Miscellaneous Requirements:

- 2.6.1 The contractor shall meet with the state agency medical staff and administrative staff no more than once per quarter but at least every six months at a location mutually agreed upon by the state agency and the contractor.
- 2.6.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.6.3 The contractor shall provide for credentialing of network, medical providers, meeting credentialing and privileging standards established by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO.) The contractor will also make individual credentialing information available to the state agency upon request.
- 2.6.4 The state agency reserves the right to audit billing records and related documentation concerning medical services for patients receiving services under the contract. Any such audit would be initiated with provision of 24-hour advance notice to the contractor.
- 2.6.5 The state agency reserves the right to appeal billing decisions or other related areas of dispute with the contractor assuming the dispute cannot be resolved informally. Resolution of disputes will be coordinated with the Missouri Department of Mental Health, Office of the Director, General Counsel.

2.7 Invoicing and Payment:

- 2.7.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
 - a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.7.2 Invoicing – Beginning with services provided after the contractor is fully operational and providing services, the contractor shall submit an itemized monthly invoice to Southeast Missouri Mental Health Center, Attn: Business Office, 1010 West Columbia Street, Farmington, MO 63640. Other than the network services, the monthly invoice shall be separated reflecting services and corresponding charges for SMMHC and MSOTC respectively.
- 2.7.3 Payments -
 - a. Upon approval of the invoice, the contractor shall be paid in accordance with the applicable firm, fixed monthly total price for providing network services stated on the Pricing Page. Additionally, the contractor shall be paid in accordance with the applicable firm, fixed price per patient claim stated on the Pricing Page for the total number of actual patient claims for the month which invoicing for.
 - b. The contractor shall not receive payment until the state agency is in receipt of the required reports.

- c. Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including but not limited to travel time, travel expenses, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. The payments specified shall be the only payments paid to the contractor for compliance with and performance of all requirements of the contract.

2.8 Other Contractual Requirements:

2.8.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.8.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - 1) If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - 2) The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.8.3 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all

documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.8.4 Transition –

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency. Specifically, the contractor shall:
 - 1) At the discretion of the state agency, the contractor shall contact the previous contractor, identifying a contact person with whom the previous contractor shall work with;
 - 2) Identify current providers of medical services to the state agency, and
 - 3) Notify such providers of change in billing address and the provider's status as it relates to participation in the contractor's network.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within thirty (30) calendar days after receipt of the written request.
 - 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed sixty (60) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

2.8.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
 - a. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence. The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the state agency must be notified immediately.
- 2.8.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.8.8 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

- 2.8.9 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.8.10 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.8.11 Property of State - All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.8.12 Federal Funds Requirements -
- a. The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
 - b. In addition, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.8.13 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation - The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- c. If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must provide written notification to the Division of Purchasing and Materials Management for any new MBE/WBE participants. The Division of Purchasing and Materials Management will verify that the proposed MBE/WBE has been certified by the Office of Equal Opportunity and will provide acknowledgement of the new MBE/WBE participant to the contractor.
- d. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include five (5) additional copies along with their original proposal for a total of six (6).

a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.

1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.

2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The proposal should be page numbered.

c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror's Contacts - Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. In addition, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting related to the MBE/WBE participation requirements at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.

a. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

b. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

- 3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- a. Negotiations may be conducted in person, in writing, or by telephone.
 - b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
 - c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
- a. Cost..... 40%
 - b. Experience, Reliability, and Expertise of Personnel..... 30%
 - c. Method of Performance..... 30%
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state

contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.state.mo.us/divspeced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

3.4.1 The objective evaluation of cost shall be based upon the following calculation:

- a. Network services - The firm, fixed total price per month.
- b. Patient claim - The firm, fixed price for each patient claim processed X 100 monthly patient claims.
- c. Network Discount - The network discount shall also be factored in using a hypothetical network medical service charge amount of \$25,000 per month.
 - 1) In the event the offeror lists multiple network discounts, the average of the discounts shall be utilized.

Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 40 = \text{Cost score points}$$

3.4.2 The evaluation will include the original contract period plus renewal option periods.

3.4.3 The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.4.4 The offeror should provide an itemized breakdown of the PPO or HMO network quoted prices in the Itemized Breakdown of Total Month Price on the Pricing Page.

- a. In the event of a discrepancy between the offeror's price breakdown and the firm, fixed total price stated on the Pricing Page, the firm, fixed total price stated on the Pricing Page shall govern.
- b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.5 Evaluation of Offeror's Experience, Reliability, and Expertise of Personnel:

3.5.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Additionally, the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit

detailed information related to the experience and qualifications, including education and training, of proposed personnel.

3.5.2 The offeror should provide, on Exhibit A or in any other format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof. Within the description, the offeror should provide information concerning the size of the covered group, number of hospitals and physicians included in the network, and how long the PPO or HMO networks have been operational.

3.5.3 The offeror should provide the following information related to experience by the offeror's organization:

- a. Experience in developing or operating a PPO or HMO network, including any such experience for a governmental agency.
- b. Experience in negotiating rates for global fee pricing packages and discounted rates with surgical centers, outpatient fee schedules, and other healthcare provider activities.
- c. The date first certified and dates(s) of recertification as an MCO by the Missouri Department of Insurance.
- d. If the offeror currently operates or is developing a 24-hour coverage product, the offeror should describe its scope of coverage and how long it has been operational or the planned date of operation.
- e. The offeror should describe and explain any grievances filed during the previous twelve (12) months with the PPO or HMO networks and an explanation of the resolution. The offeror is cautioned to not submit any information which cannot be revealed in the public document resulting from the procurement process.

3.5.4 The offeror should provide current experience for the PPO or HMO networks.

3.5.5 The offeror may utilize Exhibit B for summarizing personnel information and should submit detailed resumes for proposed key personnel.

- a. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- b. Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.

- c. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.6 The offeror should document the qualifications and previous and current experience of individuals propose to negotiate the provider rates.
- 3.5.7 The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 3.5.8 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 3.5.9 Debarment Certification - Offerors should complete and return the attached certification regarding debarment, etc., Exhibit C with their proposal. This document must be satisfactorily completed prior to award of the contract.

3.6 Evaluation of Method of Performance:

- 3.6.1 Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

The method by which the proposed method of performance is written is left to the discretion of the offeror. The following method may be used: However, the offeror should identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.

- 3.6.2 In presenting the method of performance, the offeror **MUST** submit or describe the following:
 - a. For each county proposed in the network, the offeror **MUST** list by names, types, and geographic distribution the different network providers. This should include, but is not necessarily limited to, the following:
 - 1) Primary care physicians (Occupational & General Practitioner)

- 2) Specialists
 - 3) Physical Therapy Facilities
 - 4) Hospitals
 - 5) Home Health Agencies
- b. The offeror **MUST** describe the networks in terms of structure, scope of services, quality of care, geographical coverage, and any other standards deemed important to the offeror.
- c. The offeror **MUST** describe their method for developing a PPO or HMO network. This should be listed separately for hospitals and physicians and should include, but not necessarily be limited to:
- 1) Method of negotiation
 - Are rates negotiated on a per diem basis, by diagnosis, or as a percentage of the charge?
 - What information/data is necessary prior to negotiation?
 - 2) The offeror should state the final criteria which it will use in determining which providers are included in the networks.
 - How is a “cost efficient” provider determined?
 - What criteria are utilized to ensure that selected providers are ones who historically have provided high quality care?
 - Are providers required to disclose previous malpractice suits and their disposition?
 - Is the Missouri Board of Health Arts consulted for complaints against physician providers?
- d. The offeror **MUST** submit a sample copy of the physician contracts each provider is asked to sign prior to becoming a network provider. The offeror should indicate the length of the PPO or HMO provider contracts.
- e. The offeror **MUST** describe the referral and utilization review process for primary care physician to network specialist when the required specialist is not in the network.
- f. The offeror **MUST** describe how quality care is monitored throughout the network and steps taken when inappropriate care is identified.
- g. The offeror **MUST** identify the limits of coverage for malpractice and liability insurance required of PPO or HMO providers.
- h. The offeror **MUST** submit the following information related to the cost effectiveness and potential cost savings from the offeror’s networks:
- 1) The offeror **MUST** provide verifiable historical information that documents actual cost savings realized for previous clients related to the offeror’s network.
 - 2) The offeror **MUST** include a methodology used for the calculation of savings, including mathematical, economic, and actuarial assumptions.

- 3) The offeror should discuss the compensation arrangement the networks utilize to fund its operation.
 - 4) The offeror should discuss the discount, global fee pricing packages, etc. arrangements the networks utilize to gain its cost savings. The offeror should provide a listing of global fee pricing packages proposed and what is included in each package (e.g. physician, surgeon, facility, radiology, anesthesiology, laboratory, physical therapy, etc.).
 - i. Claims Processing - The offeror **MUST** provide/submit the following information related to the proposed claims processing services. The offeror may use Exhibit D to provide such information.
 - 1) The methodology for processing claims and what that method is recommended.
 - 2) The proposed location of claims processing.
 - 3) The estimated time frame for each step in the process.
 - 4) Flowing chart demonstrating each step in the proposed claims processing system.
 - 5) The estimated time from following contract award for start-up of the claims processing component.
 - 6) Estimated number of full or part-time personnel proposed to accomplish the claims processing.
 - j. Provider Evaluations – The offeror should provide/submit the following information related to the proposed provider evaluation. The offeror may use Exhibit E to provide such information.
 - 1) The methodology used in performing the annual performance evaluation of network providers to assess quality, timeliness, and cost effectiveness of care and why that method is preferred.
 - 2) The methodology used for evaluating the results of a provider performance evaluation and how that information is used to improve the quality and cost effectiveness of care within the PPO or HMO network.
 - 3) A sample copy of the provider performance evaluation.
 - 4) Describe how the peer review procedures will be utilized and how that information is used to improve the quality and cost effectiveness of care within the PPO or HMO network
- 3.6.3 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
- a. It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.
 - b. The organizational chart should include the following information:

- 1) The relationship of service personnel to management and support personnel.
 - 2) The names of the personnel and the working titles of each.
 - 3) Any proposed subcontractors including management, supervisory, and other key personnel.
- c. Along with a detailed organizational chart, the offeror should describe the following:
- 1) how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
- 3.7 Miscellaneous Information** - The offeror should complete Exhibit F, Miscellaneous Information, to document: (1) if the offeror qualifies as either a qualified nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization and (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official.
- 3.8 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation -**
- 3.8.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.
- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.
 - b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- 3.8.2 Definition - Qualified MBE/WBE:
- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
 - c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

- 3.8.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.
- 3.8.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.
- a. Personnel Services
 - b. Telephone Services
 - c. Claims Technician
 - d. Medical Consulting
- 3.8.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:
- Office of Administration, Supplier Diversity Program
P.O. Box 809, Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web Address: http://www.oa.state.mo.us/oao/Supplier_Diversity_Program.html
- 3.8.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit F.
- 3.8.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit G, completes a Documentation of MBE/WBE Form, Exhibit G.
- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit I.
- 3.8.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit I, documenting efforts made to meet the MBE/WBE participation requirements.

- 3.8.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

4. PRICING PAGE

- 4.1 **Network Services-** The offeror shall provide a total firm, fixed price per month in the table below for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. C/S Code: 96005

| CONTRACT PERIOD | PRICE |
|-----------------------------------|---|
| Original Contract Period (001) | \$ _____ firm, fixed total per month |
| First Renewal Period (001) | \$ _____ maximum total per month |
| Second Renewal Period (001) | \$ _____ maximum total per month |
| Third Renewal Period (001) | \$ _____ maximum total per month |

The offeror should itemize below the price breakdown for analysis purposes of the above quoted firm, fixed total per month for the original contract period and the maximum price per month for each potential renewal period. The total of the components listed below must equal the unit prices stated above. "Included in Base" is not be an acceptable entry. In the event of a discrepancy, the above prices shall govern.

| Description | Original Contract Period | First Renewal Period | Second Renewal Period | Third Renewal Period |
|---|--------------------------|-----------------------|-----------------------|-----------------------|
| Provide and administer the PPO Network | \$ _____ per month | \$ _____ per month | \$ _____ per month | \$ _____ per month |
| Establish, Operate, and Maintain a Toll Free Telephone Number | \$ _____ per month | \$ _____ per month | \$ _____ per month | \$ _____ per month |
| TOTALS: | | | | |

- 4.2 **Patient Claim -** The offeror shall provide a firm, fixed price per patient claim month in the table below for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. C/S Code: 95368

| Description | Original Contract Period | First Renewal Period | Second Renewal Period | Third Renewal Period |
|------------------------|--------------------------|-----------------------|-----------------------|-----------------------|
| Patient Claim (002) | \$ _____ per claim | \$ _____ per claim | \$ _____ per claim | \$ _____ per claim |

PRICING PAGE (CONT)

- 4.3 **Provider Discount** – The offeror shall state the percentage discount (or discounts) applied to network provider charges for medical and related services. If more than one discount is offered, the offeror should attach a separate page indicating the discounts and the areas of services the discounts are to be applied. **Discounts shall remain the same for all contract periods.** C/S Code: 95332

(003)

_____ %

EXHIBIT A**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|---|--|
| Offeror/Subcontractor Name: | |
| Reference Information (Prior Services Performed For:) | |
| Name of Reference Company: | |
| Address of Reference Company: | |
| Reference Contact Person Name: | |
| Contact Person Phone # | |
| Contact Person e-mail address: | |
| Dates of Prior Services: | |
| Dollar Value of Prior Services | |
| Description of Prior Services Performed. Provide information concerning the size of the covered group, number of hospitals and physicians included in the network, and how long the PPO or HMO networks have been operational. | |

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**PERSONNEL EXPERTISE SUMMARY**
(Also attach resumes for key personnel)

| Personnel | Background and Expertise of Personnel |
|--------------------|---------------------------------------|
| 1. _____ (Name) | _____ (Title) |
| 2. _____ (Name) | _____ (Title) |
| 3. _____ (Name) | _____ (Title) |
| 4. _____ (Name) | _____ (Title) |
| 5. _____ (Name) | _____ (Title) |
| 6. _____ (Name) | _____ (Title) |
| 7. _____ (Name) | _____ (Title) |

EXHIBIT C

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT D**CLAIMS PROCESSING SERVICES**

The offeror **MUST** provide/submit the following information related to claims processing services:

1. The offeror must describe their methodology for processing claims and why that method is recommended.
2. The offeror must identify the proposed location of claims processing.
3. The offeror must outline the estimated time frame for each step in the process.
4. The offeror must provide a flow chart demonstrating each step in the proposed claims processing system.
5. The offeror must indicate the estimated time frame following award of the contract for start up of the claims processing component.
6. The offeror must indicate the estimated number of full or part time employee's proposed to accomplish the claims processing.

EXHIBIT E**PROVIDER PERFORMANCE EVALUATION**

The offeror should provide/submit the following information related to the proposed provider evaluation.

1. The offeror should describe the methodology used in performing annual performance evaluations of network providers to assess quality, timelines, and cost effectiveness of care and why that method is preferred.
2. The offeror should describe the methodology used for evaluating the results of a provider performance evaluation and how that information is used to improve the quality and cost effectiveness of care within the PPO or HMO network.
3. The offeror should submit a sample copy of a proposed provider performance evaluation.
4. The offeror should describe how the PPO's or HMO's peer review procedure is utilized and how that information is used to improve the quality and cost effectiveness of care within the network.

EXHIBIT F**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

| | |
|--|-------|
| Name & Address of Organization for Blind/Sheltered Workshop: | _____ |
| | _____ |

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

| | | |
|---|--|---------|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | | |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in offeror's organization: | | _____ % |

EXHIBIT G**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

| Name of MBE | Percentage of Total Contract Value | Name of WBE | Percentage of Total Contract Value |
|---|------------------------------------|--|------------------------------------|
| 1. | | 1. | |
| 2. | | 2. | |
| 3. | | 3. | |
| 4. | | 4. | |
| 5. | | 5. | |
| Total MBE: <i>(must be at least 20%)</i> | | Total WBE: <i>(must be at least 10%):</i> | |

Authorized Signature of Offeror

Date of Signature

EXHIBIT H**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ MBE

_____ WBE

Name of MBE/WBE firm: _____

Address: _____

Phone #: _____

City/State/Zip: _____

Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature

Date

Offeror Authorized Signature

Date

EXHIBIT I**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror: _____

Name: _____

Title: _____

Company: _____

Date: _____

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.

- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and

properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/20/03